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12 Stephen J. Ford

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA**

15 STEPHEN J. FORD,

16 Plaintiff,

17 v.

18 JERRY REYNOLDS, an individual,
19 CLEAR CHANNEL
20 COMMUNICATIONS, INC., a
21 corporation,

22 Defendants.

Case No. CV10-03562 AHM (SHx)

JUDGMENT
(Fed. R. Civ. P. 68)

23
24 Defendant Jerry Reynolds having served upon Plaintiff an offer to allow
25 judgment to be taken against him as herein set forth, and Plaintiff having timely
26 served written notice of acceptance of the offer of judgment, and said offer, notice of
27 acceptance and proofs of service thereof having been filed by Plaintiff, it is hereby
28

1 **Ordered, adjudged and decreed** that Defendant Jerry Reynolds, an individual,
2 along with each of his agents, servants, employees, representatives, successors and
3 assigns, and all those persons or entities acting in concert or participation with him,
4 shall be and hereby are permanently enjoined and restrained from:

5 (a) using in any way the name “CARGUY,” “THE CARGUY,” “CARGUY SHOW,”
6 “CARGUYS SHOW” or “THE CARGUYS,” in the advertising, offering, selling or
7 promoting of any product or service;

8 (b) broadcasting any radio, internet or other electronic broadcast that uses or
9 promotes in any way the name “CARGUY,” “THE CARGUY,” “CARGUY SHOW,”
10 “CARGUYS SHOW” or “THE CARGUYS”;

11 (c) using any simulation, reproduction, counterfeit, copy, or colorable
12 imitation of the registered trademark or service marks of Stephen J. Ford,
13 including specifically Trademark Registration No. 2,496,500, and Service Mark
14 Registration Nos. 2,108,510 and 2,115,806, in connection with the manufacture,
15 distribution, offering for distribution, sale, offering for sale, advertisement,
16 promotion, broadcast or display of any product or service;

17 (d) using, creating, promotion, operating, or maintaining any web site bearing,
18 in whole or in part, the name “thecarguyshow.com” or “carguyshow.com” or
19 “carguy.com”

20 (d) engaging in any other activity constituting an infringement of any of
21 trademark or service mark registered to Stephen J. Ford;

22 (e) assisting, aiding, or abetting any other person, business or entity in
23 engaging in, or performing, any of the activities referred to in paragraphs (a)
24 through (d) above; and

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26 ///

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1 2. Defendant Jerry Reynolds shall pay costs to Plaintiff Stephen J. Ford in
2 the amount of \$1,000.

3
4 Dated: June 29, 2010

A handwritten signature in black ink, appearing to read "A. Howard Matz", is enclosed within a light gray rectangular border.

A. Howard Matz
United States District Judge

8 **JS-6**